

Insurance Requirements

August 27, 2001

City of Mountain View • Public Works Department • Land Development Engineering
Tele (650) 903-6311 • FAX (650) 903-6499 • www.ci.mtnview.ca.us

The following insurance requirements apply to permits and agreements used by Land Development Engineering of the Public Works Department. These insurance requirements do not apply to City contract construction projects, which have more stringent requirements. For excavation permits, the Permittee must provide the insurance. For agreements, the entity that signs the agreement must provide the insurance. Major construction projects require higher insurance coverage limits than the \$1,000,000 noted above.

1. Workers' Compensation Insurance:

APPLICANT shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

2. Commercial General Liability/Automobile Liability Insurance:

APPLICANT shall obtain Commercial General Liability insurance, including operations, products and completed operations, and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to *this AGREEMENT/PERMIT* or the general aggregate limit shall be twice the required occurrence limit. *APPLICANT's* insurance coverage shall be written on an occurrence basis.

3. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best* rating of A: VII unless otherwise acceptable to CITY.

4. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with Endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of *this AGREEMENT/PERMIT*. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the CITY or increase the duration of the project.

5. Other Insurance Provisions

- a. The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 10 93, for commercial general liability coverage.
- b. For any claims related to this project, *APPLICANT's* insurance coverage shall be primary.
- c. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.
- d. It shall be the responsibility of *APPLICANT* to ensure that all subcontractors comply with the same insurance requirements that are stated in this *AGREEMENT/PERMIT*.

Insurance Certificate Example

August 27, 2001

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY)	
PRODUCER Name of Producer (<i>Insurance Agent</i>) Address Telephone No.				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Name of Insured (<i>Permittee, Contr., Developer *</i>) Address <i>* As required by permit, agreement, etc.</i>				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurer (<i>Insurance Companies must</i> INSURER B: Name of Insurer <i>have a minimum Best's Rating</i> INSURER C: Name of Insurer <i>of A and a Financial</i> INSURER D: <i>Performance Rating of VII.)</i> INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL00000000 (Gen. Liability Policy No.) <i>Must be "occurrence"</i> <i>Large projects may require higher coverage.</i>	Begin Date	Expiration Date	EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (Any one fire)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$ 1,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AL00000000 (Auto Liability Policy No.) \$1,000,000 general aggregate limit is required if the limit is applied separately to the permit, agreement, etc. \$2,000,000 general aggregate limit is required for insurance written on an occurrence basis.	Begin Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: EA ACC AGG	\$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC00000000 (Workers Comp. Policy No.)	Begin Date	Expiration Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Job: City of Mountain View; All California Operations. </div> <div style="width: 50%;"> <i>The certificate holder should be made out to the attention of the "Public Works Dept.-Land Development". This will help prevent your certificates from being sent to the wrong department within the City.</i> </div> </div>							
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER: A		CANCELLATION			
City of Mountain View P.O. Box 7540 Mountain View, CA 94039-7540 Attn: Public Works Dept - Land Development				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

Commercial General Liability Endorsement Example

August 27, 2001

POLICY NUMBER: GL00000000

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**City of Mountain View
PO Box 7540
Mountain View, CA 94039-7540
Attn: Public Works Dept. - Land Development**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

- a. The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insureds.**
- b. For any claims related to this project, named insured's insurance coverage shall be primary.**
- c. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.**